## UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NORTH CAROLINA WESTERN DIVISION CIVIL ACTION NO. 5:24-CV-00378-BO-RJ

SUBWAY US IP HOLDER LLC,	)
DOCTOR'S ASSOCIATES LLC	)
	)
Plaintiffs,	)
	)
V.	)
	)
706 PEACE, LLC, IMAD SIDER,	)
	)
Defendants.	)

## STIPULATED JUDGMENT

Whereas, Subway US IP Holder LLC ("SIPH") and Doctor's Associates LLC ("DAL") (collectively, "Plaintiffs") and 706 Peace, LLC and Imad Sider (collectively, Defendants") entered into a Confidential Settlement Agreement on April 22, 2025 to settle the above captioned action. Whereas, the Confidential Settlement Agreement states, in part, that to resolve this instant litigation, Defendants shall pay Plaintiffs TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) within thirty (30) calendar days of executing the Confidential Settlement Agreement.

Whereas, the Confidential Settlement Agreement also states that if Defendants fail to make said payment in full within thirty (30) calendar days of execution, then Plaintiffs are entitled to recover the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) and for interest to run on the unpaid amount from that date, with the increased amount meant to compensate Plaintiffs for the additional effort and delay of seeking to recover funds from Defendants through executing on said judgment.

Whereas, the Confidential Settlement Agreement also states that Defendants will make not further use of Plaintiffs' intellectual property, including any trademarks, trade dress, or other features that identify Subway Restaurants to the public.

To effectuate the Confidential Settlement Agreement, the parties hereby jointly request that the Court enter this Stipulated Judgement as an Order of the Court and that judgment enter as follows:

1. It is hereby ordered, adjudged, and decreed that each Defendant and their principals, agents, servants, employees, attorneys, and other persons in active concert or participation with either of them, and any other entities owned or controlled by Defendants, are hereby PERMANENTLY ENJOINED and RESTRAINED from using any trademarks, as well as any colorable imitations of them or confusingly similar variations, owned by

- Plaintiffs or any of their affiliates that are related to the Subway franchise system, as well as any trade dress, branding or advertising associated with Subway Restaurants.
- 2. It is hereby ordered, adjudged, and decreed that judgment enter in favor of Plaintiffs against Defendants in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) and that such amount must be paid within thirty (30) calendar days of the date of the parties' execution of the Confidential Settlement Agreement.
- 3. It is further ordered, adjudged, and decreed that Defendants shall pay Plaintiffs an additional THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) for a total sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) if Defendants do not make the TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) payment to Plaintiffs within thirty (30) calendar days of the date of the execution of the parties' Confidential Settlement Agreement.
- 4. It is further ordered, adjudged, and decreed that the judgment shall accrue interest at the post-judgment interest of 3.82%, with such interest beginning to run thirty (30) calendar days after the entry of this Judgment.
- 5. It is further ordered, adjudged, and decreed that Defendants are jointly and severally liable for all amounts set forth herein.

6. It is further ordered, adjudged, and decreed that all other claims asserted in this case are hereby dismissed without prejudice.

SO ORDERED this \_ 9 day of May 2025.

Terrence W. Boyle

United States District Judge